

# **EXHIBIT 62**

**EXHIBIT FILED UNDER SEAL**

November 30, 2018

Hannol Ventures LLC

Attn: Hoyoung Huh  
[REDACTED]

Dear Mr. Huh:

D1 SPV JL Master LP ("we") writes to confirm our firm offer to purchase (the "Proposed Purchase") from Hannol Ventures LLC ("Seller" or "you") the number of shares (the "Purchased Shares") of JUUL Labs, Inc., a Delaware corporation ("JUUL"), at the price(s) shown below:

Number of Shares	Description	Per Share Price
120,000	Series C Preferred Shares, par value \$0.0001 per share	\$235.00

We understand that your sale of the Purchased Shares is subject to certain transfer restrictions, including rights of first refusal in favor of JUUL and certain of its other stockholders (the "ROFR Holders"). We hereby consent to the provision of this letter to JUUL and to those of its stockholders that have rights of first refusal or similar rights in connection with the Proposed Purchase and you hereby agree to provide this letter to JUUL and such other stockholders and to take such other actions necessary so as to facilitate the completion of the Proposed Purchase.

We agree to purchase, and you hereby agree to sell, any and all of the Purchased Shares that are not purchased by either JUUL or the ROFR Holders (the "Available Shares") at the Per Share Price, which purchase shall be effected pursuant to a Stock Purchase Agreement (and the documents and instruments contemplated thereby) substantially in the form attached to this letter as Exhibit A (collectively, the "Agreement") to be executed by each of the parties thereto.

This letter shall constitute a legally binding obligation of the parties hereto, provided that our obligation to purchase the Available Shares and execute the Agreement is subject to our satisfactory completion of customary due diligence in respect of the Purchased Shares and the Seller and receipt of the Agreement counter-signed by the Company and the Seller. No other person shall have any rights or obligations of any kind relating to the subject matter of this letter.

This letter shall be governed by and construed in accordance with the laws of the State of New York, and any dispute with respect to the subject matter of this letter shall be brought solely in the courts of the State of New York sitting in the County of New York.

*[Signature page follows]*

Please countersign where indicated below to confirm your understanding and agreement to the foregoing.

Very truly yours,

D1 SPV JL Master LP

By: D1 SPV JL GP LLC,  
its General Partner,

By:  \_\_\_\_\_

Name: \_\_\_\_\_

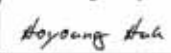
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11/30/2018 1:06:10 PM PST

Agreed and accepted as of this \_\_\_\_ day of November, 2018:

Seller: Hannol Ventures LLC

DocuSigned by:

By:  \_\_\_\_\_

CCB2801053A7478  
Hoyoung Huh, Manager

November 30, 2018

Hoyoung Huh  
[REDACTED]

Dear Mr. Huh:

D1 SPV JL Master LP ("we") writes to confirm our firm offer to purchase (the "Proposed Purchase") from Hoyoung Huh ("Seller" or "you") the number of shares (the "Purchased Shares") of JUUL Labs, Inc., a Delaware corporation ("JUUL"), at the price(s) shown below:

Number of Shares	Description	Per Share Price
380,000	Class B Common Shares, par value \$0.0001 per share	\$185.00

We understand that your sale of the Purchased Shares is subject to certain transfer restrictions, including rights of first refusal in favor of JUUL and certain of its other stockholders (the "ROFR Holders"). We hereby consent to the provision of this letter to JUUL and to those of its stockholders that have rights of first refusal or similar rights in connection with the Proposed Purchase and you hereby agree to provide this letter to JUUL and such other stockholders and to take such other actions necessary so as to facilitate the completion of the Proposed Purchase.

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*[Signature page follows]*

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Very truly yours,

D1 SPV JL Master LP

By: D1 SPV JL GP LLC,  
its General Partner

By:  \_\_\_\_\_

Name: \_\_\_\_\_

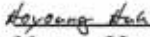
Title: \_\_\_\_\_

11/30/2018 1:06:10 PM PST

Agreed and accepted as of this \_\_\_\_ day of November, 2018:

Seller:

DocuSigned by:

 \_\_\_\_\_

Name: Hoyoung Huh